

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

VALEANT PHARMACEUTICALS
INTERNATIONAL, INC.; VALEANT
PHARMACEUTICALS INTERNATIONAL; and
AGMS, INC.,

Plaintiffs,

v.

AIG INSURANCE COMPANY OF CANADA;
ACE INA INSURANCE COMPANY; ALLIANZ
GLOBAL RISKS US INSURANCE COMPANY;
ARCH INSURANCE CANADA LTD; EVEREST
INSURANCE COMPANY OF CANADA;
HARTFORD FIRE INSURANCE COMPANY;
IRONSHORE CANADA LTD.; LIBERTY
INTERNATIONAL UNDERWRITERS, a division
of LIBERTY MUTUAL INSURANCE
COMPANY; and LIBERTY MUTUAL
INSURANCE COMPANY; LLOYD'S
UNDERWRITERS; LLOYD'S CONSORTIUM
9885 (a/k/a STARR FINANCIAL LINES
CONSORTIUM 9885); LLOYD'S SYNDICATE
ANV 1861; LLOYD'S SYNDICATE AMA 1200;
LLOYD'S SYNDICATE ARGO 1200; LLOYD'S
SYNDICATE AWH 2232; LLOYD'S
SYNDICATE BRT 2987; LLOYD'S SYNDICATE
CVS 1919; LLOYD'S SYNDICATE HCC 4141;
LLOYD'S SYNDICATE MITSUI 3210; LLOYD'S
SYNDICATE MIT 3210; LLOYD'S SYNDICATE
NAV 1221; LLOYD'S SYNDICATE QBE 1886;
LLOYD'S SYNDICATE SJC 2003; ROYAL &
SUN ALLIANCE INSURANCE COMPANY OF
CANADA; TEMPLE INSURANCE COMPANY;
and XL INSURANCE COMPANY SE.,

Defendants.

Civil Action No. 3:18-cv-00493

STIPULATION OF PARTIAL DISMISSAL AS TO CERTAIN DEFENDANTS

WHEREAS, Plaintiffs Valeant Pharmaceuticals International, Inc., Valeant Pharmaceuticals International, and AGMS, Inc. (collectively, “Plaintiffs”) filed this action seeking insurance coverage for certain claims under two sets of insurance programs: (1) a program for the period of September 28, 2013 to September 28, 2014 (the “2013-14 Program”) and (2) a program for the period of September 28, 2015 to September 28, 2016 (the “2015-16 Program”);

WHEREAS, each of the following Defendants (collectively, the “Stipulating Defendants”) issued insurance policies as part of the 2015-16 Program: Certain Underwriters at Lloyd’s, London subscribing to Policy No. B0509FINMW1500612 (incorrectly named as “Lloyd’s Consortium 9885” and “Lloyd’s Syndicate QBE 1886”); Certain Underwriters at Lloyd’s, London subscribing to Policy No. B0509FINMW1500642 (incorrectly named as “Lloyd’s Syndicate Argo 1200”); Royal & Sun Alliance Insurance Company of Canada, Liberty International Underwriters, a division of Liberty Mutual Insurance Company, Liberty Mutual Insurance Company, Certain Underwriters at Lloyd’s, London subscribing to Policy No. B0509FINMW1500626 (incorrectly named as “Lloyd’s Syndicate MIT 3210”); Certain Underwriters at Lloyd’s, London subscribing to Policy No. B0509FINMW1500618 (incorrectly named as “Lloyd’s Syndicate QBE 1886,” “Lloyd’s Syndicate ANV 1861,” and Lloyd’s Syndicate NAV 1221”); Certain Underwriters at Lloyd’s, London subscribing to Policy No. B0509FINMW1500629 (incorrectly named as “Lloyd’s Syndicate MIT 3210” and “Lloyd’s Syndicate AMA 1200”); Certain Underwriters at Lloyd’s, London subscribing to Policy No. B0509FINMW1500630 (incorrectly named as “Lloyd’s Syndicate BRT 2987” and “Lloyd’s Syndicate NAV 1221”); Certain Underwriters at

Lloyd's, London subscribing to Policy No. 15G142820113 (incorrectly named as "Lloyd's Syndicate HCC 4141") and ACE INA Insurance n/k/a CHUBB Insurance;

WHEREAS, certain of the Stipulating Defendants also issued insurance policies as part of the 2013-14 Program; and

WHEREAS, Plaintiffs and the Stipulating Defendants have reached a settlement with respect to all claims in this action under the 2015-16 Program (the "2015-16 Claims") but not as to Plaintiffs' remaining claims under the 2013-14 Program (the "2013-14 Claims");

NOW THEREFORE, Plaintiffs and the Stipulating Defendants hereby stipulate to the dismissal of Counts II, VI, VIII and Count IX (as it applies to fees related to the 2015-16 Claims) of Plaintiffs' Complaint and Causes of Action VII and VIII of the Stipulating Defendants' Counterclaims in this action with prejudice and with each party bearing its own costs and attorneys' fees with respect to the litigation of the 2015-16 Claims. This stipulation does not apply to Plaintiffs' remaining 2013-14 Claims against any of the Stipulating Defendants in the Complaint or any of the Stipulating Defendants' remaining Counterclaims against Plaintiffs or as to Plaintiffs' claims against any other Defendant in this litigation.

McCARTER & ENGLISH, LLP

By: /s/ Sherilyn Pastor

Sherilyn Pastor
Four Gateway Center
100 Mulberry Street
Newark, NJ 07102
(973) 622-4444

-and-

John E. Failla
Nathan Lander
Om V. Alladi
PROSKAUER ROSE LLP
11 Times Square

WILFORD LLP

By: /s/ David A. Wilford

David A. Wilford
18 East Dundee Road
Building 6 - Suite 150
Barrington, IL 60010
(224) 848-4722

*Attorneys for Defendants,
Liberty International Underwriters, a
division of Liberty Mutual Insurance
Company, Liberty Mutual Insurance
Company, Royal & Sun Alliance
Insurance Company of Canada, Certain*

New York, NY 10036
(212) 969-3000

*Attorneys for Plaintiffs,
Valeant Pharmaceuticals International, Inc.,
Valeant Pharmaceuticals International, and
AGMS, Inc.*

*Underwriters at Lloyd's London
subscribing to Policy No. QB078913,
Certain Underwriters at Lloyd's London
subscribing to Policy No. QB146013,
Certain Underwriters at Lloyd's London
subscribing to Policy No.
B0509FINMW1500612, Certain
Underwriters at Lloyd's London
subscribing to Policy No.
B0509FINMW1500642, Certain
Underwriters at Lloyd's London
subscribing to Policy No.
B0509FINMW1500626, Certain
Underwriters at Lloyd's London
subscribing to Policy No.
B0509FINMW1500618, Certain
Underwriters at Lloyd's London
subscribing to Policy No.
B0509FINMW1500629, Certain
Underwriters at Lloyd's London
subscribing to Policy No.
B0509FINMW1500630, Certain
Underwriters at Lloyd's London
subscribing to Policy No.
15G142820113, and Chubb Insurance
Company of Canada*

IT IS SO ORDERED.

Dated: _____

HON. MICHAEL A. SHIPP, U.S.D.J.